

1 AFTERNOON SESSION (2:20 p.m.)

2 Whereupon,

3 LOUIS AGRO,

4 GREGORY ROMANO,

5 DAVID WHITT, and

6 LEE GRANT

7 resumed the stand and, having been previously duly
8 sworn, were examined and testified further as
9 follows:

10 MR. LERNER: Good afternoon.

11 Issue C27. It looks like most of the
12 witnesses have been sworn in already and introduced
13 but for one.

14 MR. FERRIO: I'm Jeff Ferrio, director of
15 switching for Cavalier.

16 Whereupon,

17 JEFF FERRIO

18 was called as a witness and, having first been duly
19 sworn, was examined and testified as follows:

20 MR. LERNER: Verizon, you may begin.

21 MS. NEWMAN: No questions.

22 MR. LERNER: Nothing. Cavalier?

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EXAMINATION

BY MR. PERKINS:

Q Ms. Clayton, does Verizon charge a CLEC for a premise visit by a Verizon technician with respect to new loops?

A (Ms. Clayton) For new loops, yes, it does.

Q Do you know how much?

A (Ms. Clayton) I don't have that off the top of my head, no.

Q Does Verizon charge a CLEC for a premise visit by a Verizon technician responding to a maintenance or service call?

A (Ms. Clayton) Well --

Q Or making a maintenance or service call?

A (Ms. Clayton) I think it depends on the situation. I'm not in the maintenance group myself. I know there are different situations in which we do charge for CLECs. It could involve a number of different things. Was Verizon called out in error, potentially? Was the trouble not isolated before Verizon was called out? Do we need to jointly meet

1 the CLEC for a reason?

2 There are various scenarios that could
3 happen, and with each of those, there may or may not
4 be a charge associated, depending upon the
5 circumstances.

6 Q If there is a charge associated with the
7 initial visit, and the Verizon technician has to go
8 back out again to the premises if the CLEC is late
9 or misses the appointment, does Verizon charge the
10 CLEC for that second visit?

11 A (Ms. Clayton) It's my understanding that
12 Verizon does charge CLECs for missed appointments.

13 Q Now, would you characterize those charges
14 as charges that Verizon assesses or invoices to
15 CLECs?

16 A (Ms. Clayton) I'm sorry, which charges
17 are you referring to?

18 Q If Verizon bills a CLEC for these types of
19 premise visits, would you characterize that as a
20 charge that Verizon imposes or invoices a CLEC?

21 MS. NEWMAN: I'm going to object to the
22 form of the question, because I'm not sure what

1 you're saying. Also objecting to the extent you're
2 asking for a legal conclusion.

3 MR. PERKINS: I'm not asking for a legal
4 conclusion. Why don't we -- we've discussed missed
5 charges. Why don't we leave it at that.

6 BY MR. PERKINS:

7 Q You wouldn't characterize those charges as
8 penalties -- and again, this is your understanding,
9 not asking you for a legal conclusion. You wouldn't
10 characterize those charges we were just discussing
11 as penalties, would you?

12 A (Ms. Clayton) Well, I think you've talked
13 about a couple of different things here. You've
14 talked about a prem visit charge on a new loop.
15 That would be billed from a service order, and we
16 would bill as a result of a service order.

17 There are charges that are on occasion
18 assessed when it involves a trouble or maintenance
19 scenario, that is a charge that could be billed to a
20 CLEC as well.

21 Q Would you characterize that as a penalty?

22 MS. NEWMAN: What is the "that" in your

1 sentence?

2 BY MR. PERKINS:

3 Q Let's break it down. With respect to any
4 of those charges that you were just discussing,
5 would you characterize them as a penalty?

6 A (Ms. Clayton) I think penalties are
7 addressed in another forum, and those can be
8 discussed. Those aren't, in my mind, penalties.

9 Q That's all I'm asking you is what your
10 understanding is of whether it is a penalty or a
11 charge?

12 MS. DAILEY: Can I just ask a follow-up
13 question on that?

14 Is it your understanding that the charges
15 for missed appointments, et cetera, are contained in
16 the interconnection agreement? Verizon's charges?

17 MS. CLAYTON: Yes, I believe they are.

18 Can I clarify one thing, please? In some
19 of our states where our unbundled network elements
20 are tariffed, the missed appointment charge would be
21 in the tariff rather than in the interconnection
22 agreement.

1 MS. DAILEY: What's your understanding of
2 what is in the interconnection agreement in
3 Virginia?

4 MS. CLAYTON: In Virginia, I believe that
5 missed appointments should be in the agreement, in
6 the pricing attachment.

7 MS. DAILEY: Is it also contained, as far
8 as you know, in the proposed -- Verizon's proposed
9 interconnection agreement in this arbitration?

10 MS. CLAYTON: It's my understanding it is.

11 BY MR. PERKINS:

12 Q Does Verizon have a tariff for those
13 charges in Virginia?

14 A (Ms. Clayton) The unbundled network
15 elements are not tariffed in Virginia.

16 Q Now, if Cavalier -- if a customer switches
17 service from Verizon to Cavalier and Cavalier orders
18 service for that customer, orders a loop for that
19 customer from Verizon, Cavalier places a service
20 order; correct?

21 A (Ms. Clayton) Yes.

22 Q Okay. And Verizon imposes a service order

1 charge for that service order; is that correct?

2 A (Ms. Clayton) We do charge recurring and
3 nonrecurring charges for our unbundled loops.

4 Q And does that include a service order
5 charge?

6 A (Ms. Clayton) If it's a new loop going
7 in, yes, there is a service order charge.

8 Q And if the loop is installed, is there an
9 installation charge?

10 A (Ms. Clayton) What do you mean if the
11 loop is installed? If the loop is installed by
12 Verizon, if it's a new loop?

13 Q If there's a new loop installed, yes.

14 A (Ms. Clayton) There's a nonrecurring
15 charge associated with a new loop going in.

16 Q Commonly referred to as an install or
17 installation charge; is that right?

18 A (Ms. Clayton) Yes.

19 Q And for the cross-connect to link the
20 unbundled loop from the spot frame to the -- SPOT
21 frame to the main distribution frame in the central
22 office, Verizon charges a cross-connect charge; is

1 that correct?

2 A (Ms. Clayton) With an unbundled loop,
3 there typically is a cross-connect charge.

4 Q In this scenario I'm describing, where
5 Cavalier orders unbundled loop to serve a customer,
6 Cavalier initiates a service order to Verizon; is
7 that correct?

8 A (Ms. Clayton) Yes, that's what initiates
9 the activity.

10 Q Okay. And Verizon will provide a customer
11 service record upon request also; is that correct?

12 A (Ms. Clayton) We do have customer service
13 records available for CLECs to look at whether they
14 place an order.

15 Q And Verizon will also confirm the service
16 order; is that correct?

17 A (Ms. Clayton) Yes, with our firm order
18 confirmation we do.

19 Q And if that customer is switching service
20 from Verizon to Cavalier, Verizon will delete the
21 switch translations for that customer in its switch;
22 is that correct?

1 A (Ms. Clayton) We do have certain
2 functions that we need to perform. We need to
3 handle the service order, we need to do translation
4 work, and we also need to generally port the number.

5 Q Does that involve deleting the switch
6 translation?

7 A (Ms. Clayton) Yes, it's my understanding
8 it does.

9 Q And if applicable, installing an
10 intercept?

11 A (Ms. Clayton) Yes, that could happen.

12 Q Okay. When the customer comes over to
13 Cavalier, does it also involve moving the wire from
14 the -- from Verizon to Cavalier on the main
15 distribution frame?

16 A (Ms. Clayton) Yes, we do framework.

17 Q That also includes updating the SOA?

18 A (Ms. Clayton) I'm not familiar with that.

19 Q The SOA database.

20 A (Ms. Clayton) I'm not familiar with that.

21 Q And I think you said it also involves
22 coordinating local number portability; is that

1 correct?

2 A (Ms. Clayton) Yes.

3 Q Does it also involve testing and
4 troubleshooting, if necessary?

5 A (Ms. Clayton) If necessary, continuity
6 testing may be performed. But if we're talking
7 about number portability, carriers are not entitled
8 to charge for porting numbers.

9 Q I'm talking about the functions that
10 Verizon is performing as the customer switches
11 service over to Cavalier on a new loop.

12 A (Ms. Clayton) On a new loop, yes.

13 Q And if requested those functions also
14 include an expedite function; correct?

15 A (Ms. Clayton) Yes. Let me clarify. When
16 you say "an expedite function," we do have service
17 order charges or expedited installation charges that
18 could apply.

19 Q Now, does Verizon charge separately for
20 each of these functions that it performs? What I
21 want to ask you is to go through these steps that we
22 just went through, I'm going to try to do this in a

1 sort of orderly way, if I can, and ask you if it
2 falls under the service order charge, the install
3 charge or the cross-connect charge?

4 MR. LERNER: Or no charge at all.

5 MR. PERKINS: Or no charge at all.

6 BY MR. PERKINS:

7 Q Do you understand what I'm -- how I'm
8 setting that up?

9 A (Ms. Clayton) I think so. Why don't we
10 start, and I'll let you know if I'm not clear on it.

11 Q Okay, great. For initiating service
12 order?

13 A (Ms. Clayton) If we receive and process
14 an order for a new unbundled loop, there is a
15 service order charge.

16 Q Okay. How about providing a CSR?

17 A (Ms. Clayton) We do not charge for
18 providing a CSR, or access to our CSRs.

19 Q How about for confirmation of the service
20 order?

21 A (Ms. Clayton) It's my understanding that
22 we don't charge for firm order confirmations. I

1 don't know if any of those costs are buried in
2 OSS-type costs or not.

3 Q How about for the switch translations
4 work?

5 A (Ms. Clayton) It's my understanding that
6 there is not a separate identified cost for switch
7 translations work.

8 Q How about for installing an intercept?

9 A (Ms. Clayton) I'm not familiar with that
10 myself.

11 Q And moving the cable jumper on the frame,
12 framework?

13 A (Ms. Clayton) Some of those charges are
14 included in the cost of the actual nonrecurring
15 charge for an unbundled loop.

16 Q Do you know if they're included in the
17 cross-connect charge?

18 A Yes, they would be.

19 Q I think you said you weren't familiar with
20 SOA.

21 Coordinating local number portability?

22 A (Ms. Clayton) I'm not familiar with that.

1 Q With coordinating local number
2 portability?

3 A (Ms. Clayton) With the activity or the
4 charging itself.

5 Q So you're not familiar with that. Testing
6 and troubleshooting.

7 A (Ms. Clayton) There is not a separate
8 charge for testing and troubleshooting on an analog
9 unbundled loop.

10 Q And expediting?

11 A (Ms. Clayton) There are separate
12 nonrecurring charges, for instance, for an expedited
13 service order, installation on a new unbundled loop.

14 Q Would that fall under the service order
15 charge, under category of service order charges or
16 install charges or both or neither?

17 A (Ms. Clayton) Under install charges,
18 there is a nonrecurring charge for installing the
19 loop itself, and there's an expedited nonrecurring
20 charge. All of the charges that we bill to a CLEC
21 are listed in our appendix A of the interconnection
22 agreement.

1 Q Now, when Verizon issues a win-back order
2 to Cavalier for a customer currently served by
3 Cavalier, but who wants to go to Verizon or return
4 to Verizon as a customer, Verizon requires Cavalier
5 to issue a local service request for a disconnect;
6 is that correct?

7 A (Ms. Clayton) No.

8 Q No?

9 A (Ms. Clayton) We issue an order to
10 Cavalier. If we are actually gaining the customer
11 back, we would issue an order to Cavalier.

12 Q Okay. So you would issue an order, and
13 then Cavalier -- would Cavalier submit an LSR for
14 that customer, then, to disconnect from the loop?

15 A (Ms. Clayton) Verizon is issuing the
16 order to Cavalier. Cavalier would have to process
17 that order in some manner in your own systems.

18 Q Okay. But if Cavalier disconnects that
19 loop, Cavalier has to issue a disconnect order to
20 Verizon; is that correct?

21 A (Ms. Clayton) I would imagine that
22 Cavalier would need to issue a disconnect order if

1 for no other reason than to discontinue billing to
2 the end user.

3 Q And Verizon charges Cavalier for that
4 function; is that correct?

5 A (Ms. Clayton) Verizon does not charge for
6 win-backs.

7 Q Does Verizon charge for disconnect orders?

8 A (Ms. Clayton) I'm sorry, I'm not --

9 Q To disconnect the loop.

10 A (Ms. Clayton) Not that I'm aware of.

11 MR. LERNER: Just for clarification, when
12 Verizon has submitted a request for a customer to be
13 switched from Cavalier back to Verizon, Verizon is
14 not charging Cavalier for disconnecting the
15 customer. That's your question, and that was the
16 answer, as far as I understood it.

17 MR. PERKINS: Actually, my question is if
18 Cavalier issues a disconnect order for that loop,
19 whether Verizon charges Cavalier to disconnect that
20 loop.

21 THE WITNESS: (Ms. Clayton) I have to go
22 back on something I said. I believe that the

1 Virginia commission -- I'm not entirely familiar
2 with it -- did issue a disconnect charge for
3 unbundled loops.

4 BY MR. PERKINS:

5 Q These functions that we discussed, issuing
6 a service order, providing a CSR, issuing a
7 confirmation, switch translation work, intercept if
8 requested, local number portability, testing and
9 troubleshooting and expediting, are those all
10 functions that Cavalier performs when it sends a
11 customer back to Verizon as a win-back; do you know?

12 A (Ms. Clayton) I'm not familiar with the
13 functions that Cavalier performs on a win-back,
14 other than disconnecting, stopping billing for the
15 customer, porting the number back to Verizon.

16 That's what I'm familiar with. I'm not
17 familiar with your operations.

18 Q Let me back up for a second. You know
19 that Cavalier does not do any framework for Verizon
20 in that situation; correct?

21 A (Ms. Clayton) I think I just said I'm not
22 familiar with the activity that Cavalier performs.

1 Q Would you expect Cavalier to perform
2 framework in Verizon's central office for a
3 customer?

4 A (Ms. Clayton) I'm not familiar with that.

5 Q Well, the framework that you were
6 discussing earlier is what I'm referring to. Okay.
7 So you don't know as a matter of personal knowledge
8 whether -- what functions Cavalier performs with
9 respect to service order, CSR, confirmation, switch
10 work, intercept, local number portability, testing
11 and troubleshooting or expediting?

12 A I don't think I said that.

13 Q Okay, I'm sorry. What --

14 A (Ms. Clayton) Cavalier does receive an
15 order on a win-back from Verizon. In some manner,
16 you process that order. In some manner, you issue a
17 disconnect to stop billing to the end user. In some
18 manner, you port the number back to Verizon.

19 I'm not familiar with your operations on
20 how you do it, but that activity occurs. I also
21 believe that you do give us access to CSR-type
22 information.

1 Q Okay. Then Cavalier performs some work to
2 process that win-back order; is that correct?

3 A (Ms. Clayton) I think we've just agreed
4 here that Cavalier does perform some of those
5 activities, but I think one of the keys is that
6 Verizon does not charge CLECs for win-backs.

7 Q For win-backs? What do you mean when you
8 say charge CLECs for win-backs?

9 A (Ms. Clayton) There are guidelines that
10 were put in place. The migration guidelines. And
11 it instructs the old provider and the new provider
12 what type of activities need to occur back and
13 forth.

14 There are also some formal guidelines in
15 place for ported numbers and what the old and new
16 providers -- what function should be performed,
17 whether charging activity can happen or not.

18 Q And where were those guidelines? What
19 specific guidelines are you referring to?

20 A (Ms. Clayton) I know there's the end user
21 migration guidelines have been developed. They were
22 developed as part of the New York collaborative.

1 That's an industry document that we do use when we
2 get involved in the issue of migrations and in
3 porting numbers as well.

4 Q Do you know if those guidelines have been
5 adopted in Virginia?

6 A (Ms. Clayton) To my knowledge, they are
7 being used in Virginia. I don't know if the
8 commission has particularly adopted the guidelines.
9 I just don't know.

10 Q Used by whom in Virginia?

11 A (Ms. Clayton) By CLECs who port numbers
12 and who get involved in that -- with migration-type
13 activity.

14 MS. DAILEY: And by Verizon, too?

15 MS. CLAYTON: Yes, yes. Those guidelines
16 have proved to be very beneficial when we've had to
17 address issues -- for instance, when a CLEC is
18 exiting the market, for one reason or another, and
19 we've had mass migration activity that has had to
20 occur. We've had to have very specific guidelines
21 in place to allow, again, the old provider and new
22 provider instructions on what activity needs to take

1 place.

2 BY MR. PERKINS:

3 Q Has Verizon -- have Verizon and any CLECs
4 used those guidelines in the day-to-day win-back
5 process, to your knowledge, as opposed to these mass
6 migrations you were just discussing?

7 A (Ms. Clayton) Yes.

8 Q Can you name any CLECs using those
9 guidelines in Virginia?

10 MS. CLAYTON: Am I able to do that?

11 MS. NEWMAN: If it's confidential
12 proprietary?

13 MS. CLAYTON: Yes.

14 MS. NEWMAN: It may be confidential. Can
15 we investigate and give you the answer if we can?

16 MR. LERNER: Yes. You can submit that
17 later.

18 MS. CLAYTON: I can tell you it is
19 happening today, and we'll follow up to see if we
20 can provide the names of the CLECs involved.

21 BY MR. PERKINS:

22 Q If someone moves into Virginia, has no

1 service established with Verizon, orders plain old
2 telephone service, POTS, from Cavalier, is with us
3 for a certain amount of time, but for whatever
4 reason decides they don't want to be a Cavalier
5 customer anymore, they want to switch their service
6 to Verizon, is that a win-back to you?

7 A (Ms. Clayton) It is a form of a win-back.
8 I know I have seen it in our guidelines for
9 win-backs.

10 Q Is that different to you than someone who
11 has moved into Virginia, chosen Verizon as their
12 telephone provider, same scenario, POTS, decides for
13 whatever reason that they don't want to be a
14 customer of Verizon any longer so he switches
15 service to Cavalier? Is that a win-back?

16 A (Ms. Clayton) If the customer is
17 initially a Verizon customer and they switch to
18 Cavalier?

19 Q Yes.

20 A (Ms. Clayton) Yes, I would consider that
21 to be similar.

22 Q Is it a win-back to you?

1 A (Ms. Clayton) A win-back to me is Verizon
2 winning a customer back from a CLEC. That's how I
3 use the term.

4 Q Well, in the first scenario I described,
5 the customer had never been a Verizon customer
6 before. Is that still your understanding that you
7 would call it a win-back?

8 A (Ms. Clayton) Yes.

9 Q We've talked today a little bit about
10 various products that Verizon offers and those
11 products and sometimes services; is that correct?

12 A (Ms. Clayton) We have talked about a
13 number of things here today.

14 Q Number of services?

15 A (Ms. Clayton) And a number of the
16 unbundled network elements we offer.

17 Q When Verizon performs a service it likes
18 to get compensated for that service; is that
19 correct, as a general rule?

20 A (Ms. Clayton) I think as -- I can't
21 answer that generally. If we install an unbundled
22 loop for a CLEC, we do bill for that activity.

1 Q Well, in general, if you perform a service
2 for a CLEC or any customer, you do like to be
3 compensated in return for that, don't you?

4 A (Ms. Clayton) The rules are different
5 depending upon what you're talking about. I mean,
6 there are things that we may not do for a charge.
7 There are things that we do charge for. Typically,
8 installation of service we do charge for.

9 MR. LERNER: I think your time is about
10 up, Mr. Perkins. Are you going to be finished soon?

11 MR. PERKINS: Thank you very much.

12 MS. CLAYTON: Thank you.

13 MS. DAILEY: Ms. Clayton, you said that
14 one of the things that Cavalier would have to do
15 when it was processing a win-back, essentially a
16 win-back order, to Verizon is to issue a disconnect?
17 Do you remember that?

18 MS. CLAYTON: Yes.

19 MS. DAILEY: What does that mean, "issue a
20 disconnect"?

21 MS. CLAYTON: In Verizon terms, we would
22 have to issue a disconnect order to stop billing to

1 our customer. I would imagine that --

2 MS. DAILEY: That's what I don't
3 understand. You wouldn't tell your customer -- who
4 are you telling to stop --

5 MR. LERNER: Basically you're saying
6 Cavalier has to issue internally within the Cavalier
7 network and operation system some sort of order to
8 disconnect the customer and stop sending them a
9 bill? Is that what you meant?

10 MS. CLAYTON: I would imagine so. In
11 Verizon terms again, I can speak from Verizon's
12 perspective. A disconnect to us would update our
13 records, show which numbers we have or we don't
14 have. It would stop billing to the customer, it
15 would send a final bill to the end user.

16 So there are multiple activities that
17 would happen on that disconnect order.

18 MS. DAILEY: Did you say there was a
19 charge when Verizon does that? To issue a
20 disconnect? Did you say there was a charge
21 associated with that?

22 MS. CLAYTON: No, there's not a charge for

1 Verizon to issue a disconnect. I believe there is a
2 charge -- and this is what I was referring to
3 earlier -- that Virginia -- the Virginia commission
4 has approved for a disconnect of an unbundled loop.

5 MS. SHETLER: Is that charged to the CLEC
6 at the beginning when they order the loop, or is it
7 a separate charge? Some states do it differently.

8 MS. CLAYTON: It's my understanding in
9 Virginia that it is now a separate charge.

10 MS. SHETLER: That is charged at the time
11 of disconnect?

12 MS. CLAYTON: I believe so, yes.

13 MS. DAILEY: Do you know when that ruling
14 came down, how old that ruling is?

15 MS. CLAYTON: I don't. I've been working
16 with the unbundled network element since the
17 beginning, and I think it was within the last 2-1/2
18 years.

19 MS. SHETLER: I just have another
20 follow-up question, too. When you were going down
21 the list and answering whether it was part of the
22 variety of the four options of types of charges,

1 some of your answers were that there's no separate
2 charge. When you said there's no separate charge,
3 did you mean that that service is not charged for,
4 or that it is part of the service order charge?

5 MS. CLAYTON: I answered by meaning there
6 is not a unique, nonrecurring charge in our pricing
7 schedule for that particular activity.

8 MS. SHETLER: Could those costs that are
9 associated with that event be recovered as part of
10 another charge?

11 MS. CLAYTON: They could be, but I don't
12 have the cost studies here, and without --

13 MS. SHETLER: So you don't know?

14 MS. CLAYTON: Without reviewing, that's
15 right, I wouldn't know.

16 MS. SHETLER: I just wanted to clarify
17 whether -- so that's not a statement that those
18 costs are not covered?

19 MS. CLAYTON: That's right. It's a
20 statement that they are not individually identified
21 in our pricing amendment. Thank you.

22 MS. SHETLER: Thanks.

1 MS. DAILEY: I wanted to ask some
2 questions about truck rolls, what I think everybody
3 has called a truck roll.

4 MS. Webb, can I ask you to look at your
5 Exhibit AW-1 that was filed, I believe, with your
6 direct testimony?

7 MS. WEBB: I don't have it in front of me,
8 but I know what you're referring to.

9 MS. DAILEY: No, you'll get a copy.

10 MR. LERNER: From somebody.

11 MS. WEBB: Yes.

12 MS. DAILEY: Can you tell me what this
13 document is?

14 MS. WEBB: Yes. When Verizon provides us
15 with demark information, intending that the customer
16 service --

17 MS. DAILEY: We're talking about AW-1?

18 MS. WEBB: Yes. These are my loops not --

19 MS. DAILEY: AW-1. I think maybe you're
20 looking at AW-2.

21 MS. WEBB: Okay. I'm ready.

22 MS. DAILEY: Can you tell me what this

1 document is?

2 MS. WEBB: This is a document -- you're
3 referring to the charges on here; correct?

4 MS. DAILEY: Well, it appears to be a
5 couple of different things, and I'm just asking you
6 to explain for the record what it is so I can ask
7 you questions about it.

8 MS. WEBB: And it is. The win-backs --
9 that's something Jeff may be able to answer because
10 he actually works with that piece of it. The prem
11 visits what we're referring to there are when our
12 technicians -- I'm sorry.

13 MS. DAILEY: Step back. I'm asking you,
14 how was this document created, really. Really all
15 I'm asking you is to tell me -- it appears to be two
16 different things. It appears to be -- let's do it
17 this way.

18 This appears to be your proposed language,
19 and it also appears to be part of your schedule A to
20 your proposed agreements, two different documents
21 sandwiched together; is that correct? Is that what
22 this is?

1 MS. WEBB: I --

2 MR. CLIFT: That's exactly what it is. I
3 mean, it's -- it was not in my direct testimony, but
4 I'm part of the panel, so I guess since I'm part of
5 the panel, I can talk about this, I assume that's
6 part of the ground rules. I just assume it is.

7 I'm part of the panel, so I guess I can
8 answer that question.

9 MR. LERNER: Ms. Webb, if you can answer
10 the question, why don't you first --

11 MR. CLIFT: Let me just tell you exactly,
12 I'm the one that generated that document precisely,
13 and you're absolutely correct, it's a sandwiched
14 document between the proposal -- proposed contract
15 language we had, included with that the attachment
16 and the section from Exhibit A, where those prices
17 are specified.

18 MR. LERNER: Which one of you should I be
19 asking about this document?

20 MR. CLIFT: Me.

21 MS. DAILEY: Give him, if you would, your
22 document, then. So up above section 11.1.7 is

1 Cavalier's proposed contract language with respect
2 to what Cavalier proposes to charge Verizon for
3 certain things like win-backs and truck rolls;
4 correct?

5 MR. CLIFT: That's correct.

6 MS. DAILEY: And then down below, what's
7 marked as number 4, UNE-related functions, is what
8 Cavalier proposes to charge Verizon for those
9 things; correct?

10 MR. CLIFT: Yes, yes, correct.

11 MS. DAILEY: Okay. My first question is,
12 11.17.5 is marked as an expedite win-backs, and it
13 says "a separate charge is imposed when Verizon
14 requests the return of a UNE loop on an expedited
15 basis."

16 What is the proposed charge? I don't see
17 it on the second half of the document.

18 MR. CLIFT: Well, it looks like you found
19 one that we missed. It's not on there.

20 MS. DAILEY: Well, what would the charge
21 be; do you know?

22 MR. CLIFT: We charge Verizon exactly what